

Exhibit D

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

x

SEARS HOLDINGS CORPORATION, et al.,

:

Chapter 11

:

Case No. 18-23538 (RDD)

:

Debtors.¹

:

(Jointly Administered)

x

NOTICE OF REJECTION OF EXECUTORY CONTRACTS

PLEASE TAKE NOTICE that, on October 15, 2018, Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), each commenced with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) a voluntary case under chapter 11 of title 11 of the United States Code.

PLEASE TAKE FURTHER NOTICE that, on April 4, 2019, the Bankruptcy Court entered an order granting certain expedited procedures for the rejection of the Debtors’ executory contracts (ECF No. 3044) (the “**Rejection Procedures Order**”). An electronic copy of the Rejection Procedures Order can found at <https://restructuring.primeclerk.com/sears/>.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Rejection Procedures Order, the Debtors hereby give notice of their intent to reject the contract(s) set forth on **Schedule 1**, attached to the Rejection Order (as defined below) (each, a “**Contract**,” and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innoval Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

together, the “**Contracts**”), effective as of April 22, 2019, unless otherwise ordered by the Court (the “**Rejection Date**”).

PLEASE TAKE FURTHER NOTICE that, any party wishing to object to the Debtors’ proposed rejection of a Contract, must file with the Bankruptcy Court and serve a written objection setting forth the legal and factual bases for such objection (an “**Objection**”) so that it is actually filed with the Bankruptcy Court and served on the following parties no later than fourteen (14) calendar days after the date of filing and service of this Rejection Notice (the “**Rejection Objection Deadline**”): (i) the Debtors c/o Sears Holdings Corporation, 3333 Beverly Road, Hoffman Estates, Illinois 60179; (ii) counsel for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153 (Attn: Ray C. Schrock, P.C., Jacqueline Marcus, Esq., Garrett A. Fail, Esq., and Sunny Singh, Esq.); (iii) the applicable counterparty to the Contract that is the subject of the Objection; and (iv) the Office of the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Paul Schwartzberg, Esq. and Richard Morrissey, Esq.); and (v) counsel to the Official Committee of Unsecured Creditors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn: Philip C. Dublin, Esq., Ira Dizengoff, Esq., and Sara Lynne Brauner, Esq.).

PLEASE TAKE FURTHER NOTICE that if no Objection is filed and served in compliance with the foregoing, the Debtors may submit to the Bankruptcy Court after the Rejection Objection Deadline a proposed order approving the rejection of the Contracts (each such order, a “**Rejection Order**”), substantially in the form attached hereto as **Exhibit A**, and the Bankruptcy Court may enter such order without a hearing.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Rejection Procedures Order, if no Objection is properly filed and served in compliance with the foregoing, the rejection of each Contract shall become effective as of the Rejection Date. The deadline to file a proof of claim to assert any damages claim arising from the rejection of a Contract shall be thirty (30) days after the entry of the Rejection Order.

PLEASE TAKE FURTHER NOTICE that, if an Objection is properly filed and served in compliance with the foregoing, a hearing will be scheduled to consider the Objection. If the Objection is overruled or withdrawn, the effective date of rejection shall be the (i) Rejection Date; (ii) such other date to which the Debtors and the counterparty to the Unresolved Objection have agreed; or (iii) such other date as determined by the Court. If an Objection is filed for fewer than all of the Contracts included on the Rejection Notice, the Debtors may proceed with submitting a proposed Rejection Order in accordance with the above procedures for the remaining Contracts on the Rejection Notice.

PLEASE TAKE FURTHER NOTICE that a copy of all pleadings filed in these chapter 11 cases, including the motion (ECF No. 2768) that sought the relief granted in the

Rejection Procedures Order, is available for free at <https://restructuring.primeclerk.com/sears/> or for a fee via PACER at <https://ecf.nysb.uscourts.gov>.

Dated: April 22, 2019
New York, New York

/s/ Jacqueline Marcus

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
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Ray C. Schrock, P.C.
Jacqueline Marcus
Garrett A. Fail
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*Attorneys for Debtors
and Debtors in Possession*

Exhibit A

Rejection Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re :
: **Chapter 11**
SEARS HOLDINGS CORPORATION, et al., :
: **Case No. 18-23538 (RDD)**
:
Debtors.¹ : **(Jointly Administered)**
-----x

ORDER APPROVING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS

Pursuant to and in accordance with the *Order Authorizing Debtors to Establish Procedures for Rejection of Executory Contracts* (ECF No. 3044) (the “**Rejection Procedures Order**”)² entered in the above-captioned chapter 11 cases of Sears Holdings Corporation and its debtor affiliates (collectively, the “**Debtors**”); and the Debtors having properly filed with this Court and served on the Rejection Notice Parties a notice (the “**Rejection Notice**”) of their intent to reject certain executory contracts identified on **Schedule 1** attached hereto (“**Contracts**”) in

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² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Rejection Procedures Order.

accordance with the terms of the Rejection Procedures Order, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and no timely objections having been filed to the Rejection Notice; and the Court having found and determined that the relief requested is in the best interests of the Debtors, their estates, their creditors, and all parties in interest, and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Contracts set forth on **Schedule 1** attached hereto are hereby rejected, effective as of the Rejection Date.
2. If any affected non-Debtor party (each, a “**Counterparty**”) to a Contract asserts a claim against the Debtors arising from the rejection of the Contract, the Counterparty shall submit a proof of claim on or prior to thirty (30) days after the entry of this Order. If a Counterparty does not timely file a proof of claim in accordance with the terms of this Order, the Counterparty shall forever be barred from asserting a claim arising from the rejection of their Contract.
3. Nothing contained in this Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors’ or any appropriate party in interest’s rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; or (iv) an approval, assumption, or adoption of any agreement, contract, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

4. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

5. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

6. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: _____, 2019
White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Schedule 1 - Contracts to be Rejected

Ref #.	ECF No. (Cure objection asserted by counterparty)	Debtor	Counterparty	Contract Title	Contract No.	Contract Executed Date	Contract Expiration Date
1	N/A	SEARS, ROEBUCK AND CO.; KMAR T OPERATIONS LLC	WESTROCK MECHANICAL CORPORATION		SHCLCW8550	N/A	7/21/2019
2	N/A	KMAR T CORPORATION	WESTROCK MECHANICAL CORPORATION		SHCLCW8550	N/A	7/21/2019
3	N/A	SEARS HOLDINGS CORPORATION	WESTROCK MECHANICAL CORPORATION		SHCLCW8550	N/A	7/21/2019
4	N/A	SEARS OPERATIONS LLC	WESTROCK MECHANICAL CORPORATION		SHCLCW8550	N/A	7/21/2019
5	N/A	KMAR T OPERATIONS LLC	WESTROCK MECHANICAL CORPORATION		SHCLCW8550	N/A	7/21/2019
6	N/A	KMAR T CORPORATION	WESTROCK MECHANICAL CORPORATION		SHCLCW8550	N/A	7/21/2019
7	N/A	KMAR T CORPORATION; KMAR T OPERATIONS LLC; SEARS OPERATIONS LLC; SEARS, ROEBUCK AND CO.	WHEELDON'S ALTERNATIVE ENERGY	FAC - WHEELDON'S ALTERNATIVE ENERGY - MSA - 2018	CW2336286	N/A	02/11/2019
8	N/A	KMAR T CORPORATION; SEARS HOLDINGS MANAGEMENT CORPORATION; SEARS, ROEBUCK AND CO.	WHITE GRAPHICS INC	PTC	N/A	N/A	N/A
9	N/A	KMAR T CORPORATION; SEARS HOLDINGS MANAGEMENT CORPORATION; SEARS, ROEBUCK AND CO.	WHITE GRAPHICS INC	ADDENDUM	N/A	N/A	N/A
10	N/A	KMAR T CORPORATION; SEARS HOLDINGS MANAGEMENT CORPORATION; SEARS, ROEBUCK AND CO.	WHITE GRAPHICS INC	ADDENDUM 2	N/A	N/A	N/A
11	N/A	KMAR T CORPORATION; SEARS HOLDINGS MANAGEMENT CORPORATION; SEARS, ROEBUCK AND CO.	WHITE GRAPHICS INC	AMENDMENT 1	N/A	N/A	N/A
12	N/A	SEARS HOLDINGS MANAGEMENT CORPORATION	WHITE GRAPHICS INC	ADDENDUM 1	N/A	N/A	N/A
13	N/A	KMAR T CORPORATION; SEARS HOLDINGS MANAGEMENT CORPORATION; SEARS, ROEBUCK AND CO.	WHITE GRAPHICS INC-668137	SUPPLIES - WHITE GRAPHICS - PTC - 2015	CW2302806	N/A	01/31/2020
14	N/A	SEARS HOLDINGS MANAGEMENT CORPORATION	WHITE GRAPHICS PRINTER SERVICES, INC		CW2302806	N/A	1/31/2020
15	N/A	SEARS HOLDINGS MANAGEMENT CORPORATION	WHITE GRAPHICS PRINTER SERVICES, INC		CW2302806	N/A	1/31/2020
16	N/A	SEARS HOLDINGS MANAGEMENT CORPORATION	WHITE GRAPHICS PRINTER SERVICES, INC		CW2302806	N/A	1/31/2020
17	N/A	KMAR T CORPORATION	WHITE GRAPHICS PRINTER SERVICES, INC		CW2302806	N/A	1/31/2020
18	N/A	SEARS, ROEBUCK AND CO.	WHITE GRAPHICS PRINTER SERVICES, INC		CW2302806	N/A	1/31/2020
19	N/A	KMAR T CORPORATION	WHITE GRAPHICS PRINTER SERVICES, INC		CW2302806	N/A	1/31/2020
20	N/A	SEARS, ROEBUCK AND CO.	WHITE GRAPHICS PRINTER SERVICES, INC		CW2302806	N/A	1/31/2020
21	N/A	SEARS HOLDINGS MANAGEMENT CORPORATION	WHITE GRAPHICS PRINTER SERVICES, INC		N/A	1/31/2020	
22	N/A	KMAR T CORPORATION; KMAR T OPERATIONS LLC; SEARS HOLDINGS MANAGEMENT CORPORATION; SEARS OPERATIONS LLC; SEARS, ROEBUCK AND CO.; SEARS, ROEBUCK DE PUERTO RICO,	WILLIAMS CONSTRUCTION	MASTER AGREEMENT	N/A	N/A	3/31/2018
23	N/A	KMAR T CORPORATION; KMAR T OPERATIONS LLC; SEARS OPERATIONS LLC; SEARS, ROEBUCK AND CO.	WINGER CONTRACTING COMPANY	FACILITIES UPTO \$40K MSA	N/A	N/A	07/22/2019
24	N/A	SEARS HOLDINGS MANAGEMENT CORPORATION	WINSCAPES, INC		CW2340004	N/A	9/30/2020

Sears Holdings Corporation
Contracts to be Rejected

Ref #	ECC No. (Cure objection asserted by counterparty)	Debtor	Counterparty	Contract Title	Contract No.	Contract Executed Date	Contract Expiration Date
162	N/A	KMART CORPORATION; SEARS HOLDINGS MANAGEMENT CORPORATION; SEARS OPERATIONS LLC; SEARS, ROEBUCK AND CO.	RUSTON PAVING COMPANY INC-704873	SEARS HOME SERVICES; RUSTON PAVING UNDER \$40K CONTRACT AUGUST 31, 2018	CW7239556	N/A	12/31/2018
163	N/A		SIMONS POWER EQUIPMENT, INC.	HOME SERVICES - SIMON'S LAWN MOWER SHOP AND POWER EQUIPMENT - MSA (SMALL ITEM REPAIR GO LOCAL PROJECT) - 2015	CW72304997	N/A	05/07/2020
164	N/A	SEARS HOLDINGS MANAGEMENT CORPORATION	SPHERE CONSULTING INC		CW72340895	N/A	1/31/2019
165	N/A	SEARS HOLDINGS MANAGEMENT CORPORATION; SEARS HOME IMPROVEMENT PRODUCT	TARGET PLUS RESPONSE INC	HOME SERVICES - TARGET PLUS RESPONSE INC - AMENDED AND RESTATED MASTER SERVICES AGREEMENT - 2013	CW72317114	N/A	08/15/2019
166	N/A	SEARS HOLDINGS MANAGEMENT CORPORATION	TCSL	SOW AMENDMENT	N/A	N/A	12/31/2018
167	N/A	SEARS, ROEBUCK AND CO.	UNION ELECTRONIC DISTRIBUTORS	HOME SERVICES - UNION ELECTRONICS DISTRIBUTORS MPA 2018	CW72336033	N/A	01/22/2022
168	N/A	SEARS HOLDINGS MANAGEMENT CORPORATION	VITAL PAK COURIER & LOGISTICS CO	N/A	CW72330133	N/A	9/14/2020
169	N/A	SEARS HOME IMPROVEMENT PRODUCTS, INC.	YPM, INC.	YPM, INC. AGREEMENT FOR MOBILE ADVERTISING	N/A	N/A	N/A
170	N/A	SEARS HOME IMPROVEMENT PRODUCTS, INC.	YPM, INC.	YPM, INC. AGREEMENT FOR INTERNET ADVERTISING	N/A	N/A	N/A
171	1886	SEARS HOLDINGS MANAGEMENT CORPORATION	SAP	MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT	N/A	N/A	ONGOING
172	1886	SEARS HOLDINGS MANAGEMENT COMPANY	SAP	APPENDIX 3, 2012 TO SAP INDUSTRIES, INC.	N/A	N/A	N/A
173	1886	SEARS HOLDINGS MANAGEMENT COMPANY	SAP	SOFTWARE LICENSE AGREEMENT APPENDIX 4, 2012 TO SAP INDUSTRIES, INC.	N/A	N/A	N/A
174	N/A	KMART CORPORATION; KMART OPERATIONS LLC; SEARS OPERATIONS LLC; SEARS, ROEBUCK AND CO.	C&J SHEETMETAL	SOFTWARE LICENSE AGREEMENT FAC-C AND ISHEET METAL INC - FACILITIES SERVICES MASTER AGREEMENT - 2017	SHCLCW8236	N/A	12/06/2018
175	N/A	KMART CORPORATION; SEARS HOLDINGS CORPORATION	NORTH AMERICAN ELITE INSURANCE COMPANY	MAHOPAC, NY PROPERTY	NAP200246800	N/A	04/15/2019
176	N/A	SEARS HOLDINGS MANAGEMENT CORPORATION	WEBFLINGS, LLC	MASTER 'SOFTWARE AS A SERVICE' MANAGED SERVICES AGREEMENT - 2012	N/A	N/A	Recurring
177	N/A	SEARS, ROEBUCK AND CO, KMART CORPORATION, SEARS BRANDS MANAGEMENT CORPORATION	SCHUMACHER ELECTRIC CORPORATION	AMENDMENT #1 TO THE SUPPLY AGREEMENT FOR PORTABLE POWER PRODUCTS	N/A	N/A	1/31/2021
178	N/A	SEARS HOLDINGS MANAGEMENT CORPORATION	PERMISSION DATA, LLC	MKTG - PERMISSION DATA - MSA - 2014	CW72272519	N/A	05/31/2019
179	305	KMART CORPORATION; SEARS BRANDS MANAGEMENT CORP; SEARS HOLDINGS CORPORATION; SEARS, ROEBUCK AND CO.	MJ HOLDING COMPANY, LLC	UNIVERSAL TERMS AND CONDITIONS	N/A	N/A	Reoccurring
180	N/A	SEARS BRANDS MANAGEMENT CORP.	MARSHALL ASSOCIATES, INC.	AMS DELIVERABLES ON AMAZON.COM	N/A	N/A	07/02/2019
181	N/A	N/A	ANDA INC	N/A	N/A	N/A	N/A